



FAIRHAVEN SELECT BOARD

Agenda

March 6, 2023

6:30 p.m.

Town Hall – 40 Center Street – Fairhaven

Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted in person and via remote means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting in person, or via virtual means. In person attendance will be at the meeting location listed above, and it is possible that any or all members of the public body may attend remotely, with in-person attendance consisting of members of the public. MGL, Ch. 30A, § 20(f) requires anyone that intends to record any portions of a public meeting, either by audio or video, or both, to notify the Chair at the beginning of the meeting.

The meeting can also be viewed on Channel 18 or on FairhavenTV.com
Log on or call 1-929-205-6099

Join Zoom Meeting

<https://us06web.zoom.us/j/87631975295?pwd=WHdTK3o4NVdReFc5dSsxTjBRakNyQT09>

Meeting ID: 876 3197 5295

Passcode: 339130

A. MINUTES:

1. Approve the minutes of February 6, 2023 – Open Session
2. Approve the minutes of February 6, 2023 – Executive Session

B. TOWN ADMINISTRATOR:

1. Staffing Updates
2. Closed Captioning initiative
3. New Bedford Water and Wastewater Rate Increases
4. Governor's Tax Relief Package announcement
5. Other

C. ACTION ITEM:

1. Aquaculture License: Matt Loo
2. 10th Annual West Island 5K Run/Walk, use of public roads
3. Reconsideration of Non-hazardous Tree Removal Policy
4. FY24 Employee Health Insurance rates
5. Community Development Block Grant (CDBG) loan forgiveness 48 William Street: financial hardship

D. COMMITTEE LIAISON REPORTS

E. PUBLIC COMMENT

F. BOARD MEMBER ITEMS

G. NEWS AND ANNOUNCEMENTS

1. The next regularly scheduled meeting of the Select Board is **Monday, March 20, 2023** at 6:30 p.m. in the Town Hall Banquet Room

ADJOURNMENT

Subject matter listed in the agenda consists of those items that are reasonably anticipated (by the Chair) to be discussed. Not all items listed may be discussed and other items not listed (such as urgent business not available at the time of posting) may also be brought up for discussion in accordance with applicable law.



Minutes

Open Session – February 6, 2023
Executive Session – February 6, 2023



Town Administrator Report

New Bedford Water and Wastewater Rate Increases Notice

Governor's Tax Relief Package announcement



CITY OF NEW BEDFORD

Jonathan F. Mitchell, Mayor

Department of Public Infrastructure

**Jamie Ponte
Commissioner**

RECEIVED

2023 FEB 24 A 10:57

BOARD OF SELECTMAN
FAIRHAVEN MA

**Water
Wastewater
Highways
Engineering
Cemeteries
Park Maintenance
Forestry**

February 22, 2023

Town of Fairhaven
Board of Selectman
40 Center Street
Fairhaven, MA 02719-2973

Subject: City of New Bedford
Water and Wastewater Rate Increases

Dear Board Members:

Please be advised that on July 13, 2021, the City of New Bedford's Water Board voted to increase New Bedford's Water Commodity Rates, Water Base Rates, and Meter Rental Fees consecutively for five years. As a result, effective July 1, 2023, the Water Commodity Rate for the Town of Fairhaven will increase from \$4.76 to \$5.16 per 100 cubic feet and the Water Base Rates and Meter Rental Fees will increase to the following schedule:

Size	Water Base Rates	Meter Rental
	Annual	Annual
5/8"	\$45.70	\$14.59
3/4"	\$68.55	\$23.63
1"	\$114.24	\$28.36
1 1/2"	\$228.70	\$49.11
2"	\$365.79	\$69.56
3"	\$731.59	\$276.12
4"	\$1,453.08	\$371.92
6"	\$2,286.15	\$624.56
8"	\$3,657.72	\$493.07
10"	\$5,257.98	\$493.07
12"	\$7,086.94	\$493.07

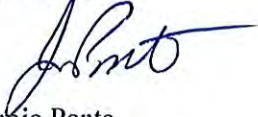
In pursuant to the Inter-municipal Agreement between the City of New Bedford and the Town of Fairhaven, Article III, Section 306, Consumer Price Index, the City hereby notifies the Town of the annual fee adjustment. Based on the January CPI, the City's calculation reflects an increase to both Water and Wastewater Commodity Rates, however, Water Commodity Rate will only increase by the approved Water Board Rate. Therefore, the annual fee adjustment is calculated as follows:

January 2022 CPI = 281.149
January 2023 CPI = 299.170

Wastewater Rate = $\$6.67/100\text{ccf} \times 1.0640 = \7.10

If you have any questions, please do not hesitate to contact our Water Registrar, Fernando Gomes at 508-979-1550 x67551 or Fernando.Gomes@newbedford-ma.gov.

Sincerely,



Jamie Ponte
Commissioner

Cc: Jonathan F. Mitchell, Mayor
Michael Gagne, Interim CFO

Governor Healey and Lieutenant Governor Driscoll Unveil \$750 Million Tax Relief Package

Proposal includes direct relief for families, seniors and those dealing with high costs of housing

Governor Maura T. Healey and Lieutenant Governor Kimberley Driscoll today unveiled a \$742 million tax relief package that provides significant savings for families, renters, seniors, farmers, commuters and more. The proposal also includes key reforms to the tax code that will bring Massachusetts in line with other states, making it a more attractive place to live, work and do business.

"Everywhere we go, the Lieutenant Governor and I hear from people who are struggling to get by as the cost of living continues to skyrocket past them – the family watching their grocery bill grow each week, the young mom who wants to return to her dream job but can't afford child care, the recent college graduate who can't afford both his rent and student loan payments, the seniors who want to keep the home where they raised their family," said **Governor Healey**. "We're filing this tax relief package for each of them. This proposal centers affordability, competitiveness and equity each step of the way, delivering relief to those who need it most and making reforms that will attract and retain more businesses and residents to our great state."

"Massachusetts is a national leader in so many ways – in education, business, science and technology, democracy and civil rights. But we're not leading when it comes to affordability," said **Lieutenant Governor Driscoll**. "If people can't afford to live and work here, we're not going to be able to maintain our economic edge. Our tax relief package will put more money back in the pockets of those who need it most while also making key reforms in areas where we are an outlier among other states."

This package of tax reforms for Fiscal Year 2024 (FY24) will be filed on Wednesday as companion legislation to the administration's FY24 budget (H.1). The proposal is built around relief that will go directly to families, seniors and those dealing with the high costs of housing.

That includes:

- **Healey's Child and Family Tax Credit**, a new benefit that will provide families with a \$600 credit per dependent, including children under 13, people with disabilities, and senior dependents aged 65 and older.
- An **increase to the rental deduction**, currently capped at 50 percent of rent up to \$3,000, to \$4,000. At a cost of \$40 million, this increase will help offset the high cost of housing for 880,000 renters.
- A proposal to **double the senior circuit breaker credit** from \$1,200 to \$2,400 for low-income seniors with high property taxes or rent, helping seniors in 100,000 households stay in their homes.
- Reforms to two taxes in which the state is currently an outlier. It would **reduce the short-term capital gains tax** from 12 percent to 5 percent. It would also **eliminate the**

estate tax for all estates valued at up to \$3 million with a credit of up to \$182,000. Massachusetts is one of only 12 states that has an estate tax.

Other components of this tax package include:

- **Housing Development Incentive Program (HDIP)** - Increase the \$10 million annual cap on HDIP credits to \$50 million in the first year, and \$30 million per year moving forward for developers as an incentive to produce more market-rate housing in the state's Gateway Cities.
- **Apprenticeships Tax Credit** – Improve access to apprenticeships for workers by expanding the list of occupations that qualify for employer tax credits and doubling the statewide cap on credits to \$5 million.
- **Dairy Tax Credit** – Increase the statewide cap from \$6 million to \$8 million to protect the state's dairy farmers from fluctuations in wholesale milk prices.
- **Live Theater** – Promote local live theater productions with a new credit for a share of payroll, production and transportation costs for qualifying productions.
- **Title V** – Double the maximum credit to \$12,000 (40 percent of \$30,000) for expenses incurred at a primary residence for repair or replacement of failed cesspool or septic systems.
- **Lead Paint Abatement** – Double the allowable deductions to \$3,000 for full lead paint abatement and \$1,000 for partial abatement.
- **Local Cider** – Promote more locally produced hard cider and still wine by allowing higher-alcohol content ciders and wines (up to 8.5 ABV) to qualify for lower tax rates typically reserved for low-alcohol content products.
- **Student Loan Repayment** – Exempt employer assistance with student loan repayment from income taxation for student borrowers.
- **Commuter Transit Benefits** – Add regional transit passes and bike commuter expenses, such as bike-share memberships, purchases and storage, to those that qualify for tax deductions, alongside existing expenses like tolls and MBTA passes.
- **Brownfields** - Extend the brownfields tax credit program, currently set to expire in 2023, through 2028. This program allows taxpayers to claim a credit for costs related to cleanup of contaminated properties.

The Administration has created a special brief titled, *FY 2024 Budget Recommendation Budget Brief: Providing Meaningful Tax Relief*. Read more about these proposals in that document, which is attached to this update.

FY 2024 BUDGET RECOMMENDATION BUDGET BRIEF

Maura T. Healey, Governor | Kimberley Driscoll, Lt. Governor

Providing Meaningful Tax Relief

John Caljouw, Finance Director

Introduction

The Healey-Driscoll Administration is committed to fulfilling the promise of delivering an affordable, equitable, and competitive tax structure for Massachusetts. This package will use the state's fiscal strength to deliver real benefits for families balancing caregiving responsibilities. It will provide relief to our most vulnerable populations and make our tax structure more competitive – all in combination with key investments in these areas delivered through the budget. Delivering this package alongside the administration's FY24 H.1 budget recommendation means that we can budget for it sustainably and affordably.

FY24 H.1 funds a tax relief package of \$742 million net to budget, or \$859 million gross in the first year. Extraordinary tax growth over the past several years, in concert with prudent fiscal management, enables this proposal to be both responsible and provide meaningful relief.

Proposals	Effective	FY24 Cost
Child & Family Credit: Establishes a \$600 credit per qualifying dependent, including children, disabled adults, and seniors, uncapped regardless of number of dependents, fully refundable, and available at all income levels.	Jan-23	\$458 M
Estate Tax: Reduces estate taxes for all and eliminates tax on estates under \$3 M.	Jan-23	\$167 M
Housing – Renter Deduction: Increases the cap on the rent deduction to \$4,000; current deduction is currently 50% of rent, capped at \$3,000.	Jan-23	\$40 M
Housing – Senior Circuit Breaker Credit: Doubles the maximum allowed credit.	Jan-23	\$60 M
Short term capital gains: Reduces tax rate on short term capital gains to 5% from 12%.	Jan-23	\$117 M (\$0 net)
Other changes	-	\$17 M
Total Tax Relief Package (and net cost to budget)		\$859 M; \$742 M net

Tax Relief Package at a Glance

The tax relief proposal is focused on delivering meaningful investments in four key areas, within a framework of affordability, equity, and competitiveness:

Child & Family Tax Credit

An expanded and simplified Child & Family credit would establish a \$600 refundable credit for each qualifying dependent, including children under 13, disabled adults, and seniors. The centerpiece of the administration's tax proposal, this credit would provide relief for over 700,000 taxpayers who are supporting over 1,000,000 dependents across the Commonwealth.

An expanded and simplified structure would provide relief for all income levels while getting the neediest families the cash benefit of a fully refundable credit. It would provide support for families without requiring potentially burdensome demonstrations of expenses and assist the most burdened families by uncapping the count of qualifying dependents. The credit would replace two interrelated credits that are more complex and smaller than the proposed credit and are capped at two dependents.

Affordable child care is a key building block to an affordable Massachusetts. This credit, in taking some pressure off families' child care budgets, will help attract working professionals and aid businesses as they recruit a skilled workforce. This challenge demands a significant investment, which is why the administration is simultaneously supporting important early childhood care and education initiatives through FY24 H.1.

Estate Tax Relief

A reduction in the estate tax would eliminate the tax for estates under \$3 million and reduce taxes for larger estates. Massachusetts is an outlier as one of only 12 states that impose an estate tax at all. The state runs the risk that older residents leave the state, and professionals may not wish to move here if they see the tax climate as unfavorable for themselves and their families.

Under current law, estates with a gross value over \$1 million are subject to taxation, starting at a rate of 0.8% and growing to a marginal rate of 16%. (Gross value means the value with certain gifts made by decedents added back to the estate.) Nearby states impose their estate taxes at a much higher threshold – including Vermont at \$5 million, Maine at \$5.8 million, New York at \$6.1 M, and Connecticut at the federal threshold (\$12.3 M) beginning next year. The administration's proposal would establish a non-refundable \$182,000 credit for each estate, without a tax increase on estates of any size. This credit would have the effect of eliminating all taxes on estates of up to \$3 M in net taxable value and would represent \$182,000 of tax relief on larger estates. Since 70% of estates now paying tax are under \$3 M, this change would eliminate taxes for most estates – and would help keep Massachusetts competitive.

Housing Tax Relief for Seniors and Renters

The housing crisis in Massachusetts demands a multifaceted approach. The administration is committed to expanding the production of housing and assuring emergency relief supports, alongside other strategies to address this issue. As part of this approach, this tax proposal would provide targeted relief to renters and seniors.

Budget Brief: Providing Meaningful Tax Relief

First, increasing the rental deduction would assist many of our 880,000 residents who rent. Current law allows filers to deduct up to 50% of the cost of the rent for their primary residence, up to \$3,000; with this change, the maximum deduction would be \$4,000.

Further, the package would double the maximum Senior Circuit Breaker credit from approximately \$1,200 up to approximately \$2,400. This credit, indexed to inflation, provides critical relief to low-income homeowners and renters aged 65 or older. Equal to the amount by which a homeowner's property tax payments in the current tax year exceeds 10% of the taxpayer's total income, up to a maximum credit amount, the expansion of this credits' cap would recognize the rising cost of housing for many of our most vulnerable residents.

Short Term Capital Gains Rate Relief

A simplified capital gains rate structure, aligning the short-term capital gains tax rate with the long-term capital gains rate at 5%, would eliminate a key area where Massachusetts' tax structure is an outlier compared with nearly all other states. Under current law, capital gains on assets held for less than one year are taxed at 12%, versus 5% for virtually all other forms of individual income. Only two other states tax short-term capital gains at a higher effective rate than long-term capital gains. By eliminating this inconsistency, we will provide relief for 150,000+ taxpayers while simplifying our tax code.

This change has no net cost to the budget, as capital gains taxes above a threshold of approximately \$1.4 billion are not available to the budget under current law. Therefore, this change can bring the tax on capital gains more in line with other states, without requiring any tradeoff in terms of other potential budget uses for the funds.

Affordability, Equity, and Competitiveness – A framework for success

The administration has also identified targeted opportunities to improve our tax structure to deliver on making our state more affordable, equitable, and competitive. These investments include:

- *HDIP Cap Increase:* The Housing Development Incentive Program (HDIP) currently awards up to \$10 million per year in state tax credits to developers of market-rate housing in Gateway Cities for qualified project expenditures, expanding the supply of housing. The administration would increase the statewide cap from \$10 million to \$50 million on a one-time basis, and thereafter to \$30 million annually. This would provide critical relief to an oversubscribed program, allowing an initial infusion of development support, while sustainably funding an expansion in the future.
- *Apprenticeship Tax Credit:* The package also proposes doubling the statewide cap on the Apprenticeship Tax Credit to \$5 million and expanding eligible occupations to ensure employers in critical industries can utilize this credit to grow and modernize our economy and prepare our workforce for success.

Budget Brief: Providing Meaningful Tax Relief

- *Student Loan Repayment Exemption:* This package would create a new exemption from taxable income for employer assistance with student loan repayment, ensuring that these benefits will no longer be treated as taxable compensation.
- *Commuter Transit Benefit Expansion:* The expansion of commuter transit benefits to include regional transit passes and bike commuter expenses will both incentivize climate-friendly commuting alternatives and make our tax code more equitable.
- *Lead Paint Abatement Credits:* Doubling the credit for lead paint abatement to \$3,000 for full and \$1,500 for partial abatement would assist residents with the expense of removing lead paint, and make available housing safer for families.
- *Septic Tank Repair Credits:* The tax relief proposal will also double the maximum credit for septic tank repair or replacement in a primary residence to \$12,000, and will allow taxpayers to access these credits on a more accelerated schedule.
- *Brownfields Program:* This proposal also extends the expiring Brownfields tax credit program through 2028, so that eligible taxpayers may claim a credit for certain costs related to cleanup of contaminated properties, making them ready for redevelopment opportunities and creating a cleaner future for Massachusetts communities.
- *Live Theater Tax Credit:* Creating a live theater tax credit would enable tax credits to be claimed for a share of payroll, production, and transportation costs of qualifying live theater productions, fostering an important aspect of our cultural landscape.
- *Dairy Tax Credit:* Expanding the dairy tax credit cap from \$6 million to \$8 million would support local farms across the state.
- *Cider Tax Treatment:* Allowing locally produced hard cider and still wines to be taxed at a more competitive rate, comparable to similar alcoholic beverages, would make our tax structure more equitable and support local producers.

Together with the FY24 H.1 budget filing, the tax relief package outlined here is both sustainable and meaningful for our residents, and addresses the important issues of affordability, equity, and competitiveness across our Commonwealth. It draws on the consensus that started to emerge in 2022 around opportunities for tax relief and delivers on our promise to support Massachusetts families.



Action Item C 1

Aquaculture License: Matt Loo



Town of Fairhaven
Marine Resources Department
40 Center St., Fairhaven, MA 02719

February 14, 2023

From:

Michael McNamara

Chairman - Fairhaven Marine Resources Committee

To:

Fairhaven Select Board

*Leon E. Correy III, Robert J. Espindola, Charles K. Murphy, Sr., Stasia Powers, Keith Silvia,
40 Center St.*

Fairhaven, MA 02719

Subject: Marine Resources Committee – Matt Loo Aquaculture lease renewal

Dear Select Board members,

At the February 2nd meeting of the Marine Resource Committee, Mr. Matt Loo submitted a request to renew his Aquaculture lease for a period of ten years. This will represent Mr. Loo's third renewal, with the last two terms being three years each. Harbormaster Tim Cox was present to provide support for the renewal, citing no past performance issues and further citing the positive work and cooperation from Mr. Loo's operation. Based on this past performance, the Marine Resource Committee voted unanimously to approve a 10-year lease and recommend this action to the Select Board for approval.

Respectfully yours,

Michael McNamara

Chairman - Fairhaven Marine Resources Committee

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alopesellison@fairhaven-ma.gov

Hi Tim,

RECEIVED

2023 FEB -2 P 6:22

I Am looking to Renew my
two aquaculture Licenses
For A Term of ten Years

Matt Loo
Matt Loo

AQUACULTURE LICENSE

1. PARTIES - This license to grow shellfish by means of racks, rafts, lines and floats in waters of the Commonwealth below the line of extreme low water is granted by the Town of Fairhaven (herein called LICENSOR) to Matthew Loo, sole proprietor, with a principal place of business at 42 Taber Street, Fairhaven, Massachusetts, 02719, (herein called LICENSEE) pursuant to General Laws, Chapter 130, section 68A.

2. PREMISES – Subject to the conditions in Paragraph 7 below, LICENSEE may locate racks, rafts, lines and floats for the purpose of growing shellfish thereon in that certain portion of the water column and the land under coastal waters situated in the coastal waters northwest of West Island and more particularly described within the following bounds marked by navigational buoys:

Site 1, One acre

NW 41.60210°N 70.8495200°W
N 41.602100°N 70.848672°W
NE 41.601890°N 70.848010 W
SE 40.60171°N 70.84210°N
SW 40.60171°N 70.84210°N

Site 2, Two acres

NE 41.3625.60°N 70.5045.71°W
NW 41.3626.24°N 70.5049.12 W
SE 41.3622.33°N 70.5046.66°W
SW 41.3622.97°N 70.5050.02°W

Containing one (3) acre of land more or less. The LICENSEE shall have exclusive use of the land above described and of the land within 100 feet of said racks, rafts or floats for the purpose of growing shellfish thereon, subject to such public uses of said waters and lands as are compatible with the aquacultural enterprise. LICENSEE shall plainly mark the boundaries of the area subject to this License with such markings as the Harbormaster shall deem sufficient. Said land under coastal waters is herein called the Premises.

3. TERM - The term of this license shall be for site 1 for three (3) years commencing on January 1, 2019 and ending on December 31, 2022, unless sooner terminated pursuant to any provision hereof.

TERM - The term of this license shall be for site 2 for two (2) years commencing on January 1, 2019 and ending on December 31, 2021, unless sooner terminated pursuant to any provision hereof.

4. LICENSING FEES - LICENSEE shall pay to LICENSOR as licensing fees for the premises one-hundred (\$100.00) dollars annually per acre.

5. BOND – Prior to the issuance of this license, LICENSEE shall deposit a bond in the sum of Five Thousand and 00/100 Dollars (\$5000.00) with the Town Clerk. To provide for the cost of removal of the aquaculture farm upon termination or expiration of this license or LICENSEE'S abandonment of the aquaculture farm, if the aquaculture farm is

not completely removed by LICENSEE within fifteen (15) days of said termination, expiration or abandonment. If the cost of removal of the aquaculture farm exceeds \$5000.00, LICENSEE shall fully reimburse LICENSOR for such additional expense. "Complete removal" of the aquaculture farm shall include the removal of all buoys, rope lines, equipment and debris from the bottom of the ocean upon which the farm is located and the premises described in this agreement.

6. RENEWAL - LICENSEE may apply for renewal of this license not more than one (1) year nor less than sixty (60) days prior to the expiration of the then current term. The Board of Selectmen may renew this license for additional terms unless it determines that the LICENSEE has substantially failed to comply with the terms of this license or that continued use of the Premises under such license is contrary to the public interest. The fee for any renewal term shall be set by the Board of Selectmen, or as otherwise required by law.

7. USE OF PREMISES - The use of the premises shall be subject to the following conditions:

(a) LICENSEE shall provide the LICENSOR and Harbormaster with copies of said written notice to the United States Coast Guard. Unless otherwise instructed by the United States Coast Guard, LICENSEE shall mark the aquaculture farm with a minimum of a 18" by 18" by 2.5' buoy with a yellow beacon at the Southeast corner and the remaining three corners with 20" yellow corner buoys made of steel or other material acceptable to the Board of Selectmen. The flashing light on the corner buoy shall be yellow in color and shall be radar reflective quality and visible from two (2) nautical miles (360°) at night. The light shall flash every 2.5 seconds and meet or exceed all United States Coast Guard requirements. The corner buoy with flashing light shall be fully operational from May 21st to November 1st of each year. The corner buoy may be removed and replaced with winter sticks on or after November 1st each year.

These two sites are not required to send a copy to the Coast Guard or require the use of corner lights *Tina's Cart*

(b) Unless otherwise instructed by the United States Coast Guard, LICENSEE shall install sideline buoys located around the perimeter of the aquaculture farm which will consist of buoys every fifty (50) feet on the North and South sides. The sideline buoys will be painted white, yellow or day-glo orange in color.

(c) All lighted corner buoys and sideline buoys shall be inspected by LICENSEE to ensure that they are in good working order. Any light or buoy not in conformance with the provisions of this license shall be immediately reported to the Harbormaster with a proposed repair date. LICENSEE shall also make all lighted corner buoys and sideline buoys available for inspection by the Harbormaster. All defects and damages to the corner and sideline buoys reported to or discovered by the Harbormaster shall be repaired

Assessment of fines of up to One Hundred and 00//100 Dollars (\$100.00) per citation for noted violations under the establish 5(five) day rule. (see definition of 5 five day rule)

An exception to the 5 (five) day rule is a violation of the floating line provision of the contract which states any line found floating more than 100 feet (One Hundred feet) from the perimeter of the farm area is considered a violation and will be a violation if not repaired/corrected within two (2) days of notice. A citation will be issued with a fine assessed in the amount of (One Hundred and 00/110 dollars) \$100.00. Thereafter every 5th day another citation will be issued for (One Hundred and 00/1100 dollars) \$100.00 if the initial violation has not been brought into compliance.

Offenses that may result in an assessment of a fine include: markers found not to in their proper place; markers found to be in any position that compromises the operation of their lights and radar reflective qualities; markers that are found to be of incorrect size or color.

In addition the LICENSEE agrees to when practical notify the LICENSOR (Harbormaster's Office) of any problems with equipment found not to be in compliance, understanding that they have 5 (five) days to bring it into compliance. This period will start upon notification of the problem to the LICENSOR (Office of the Harbormaster).

5 (five) day Rule Definition

5 (five) day rule is a 5 (five) day period that has passed after the initial notification of a violation has been made to the LICENSEE in which time the LICENSEE shall have time to bring into compliance the violation initially reported to the LICENSEE. Initial notification to the LICENSEE shall consist of a reasonable attempt to contact by telephone to the listed business line on the letterhead of LICENSEE (Taylor Seafood) Notification shall be deemed complete with a message left on the LICENSEE'S company telephone answering machine. If telephonic communication can't be accomplished a notice sent by U.S. Mail shall be deemed sufficient with the day of notice for the 5 (five) day rule period being the postmark date. Another fine of One Hundred and 00//100 Dollars (\$100.00) will be assessed on the tenth day after the initial notification of a violation has been made to the LICENSEE if the initial violation has not been brought into compliance. Fines will be assessed at that rate of One Hundred and 00/100 (\$100.00) every 5th day thereafter if the initial citation issued to the LICENSEE has not been brought into compliance. The LICENSEE also understands that each citation is considered a new citation and contributes to the yearly total. The LICENSEE assumes the responsibility to notify the LICENSOR (Office of the Harbormaster) that a violation has been corrected. If they do not do so they risk another citation being issued under the 5 day rule.

If a situation should happen that puts the LICENSEE in a position that causes the LICENSEE not to be compliance with citable violation due to catastrophic values, such as large storms that hit the area, the LICENSEE shall have an opportunity to seek a

waiver from the LICENSOR (Office of the Harbormaster) to forego any assessment as fines for a period of time agreed to by the LICENSOR (Office of the Harbormaster). The LICENSOR (Office of the Harbormaster) will be the final determinate as to the validity of the requested waiver.

Definitions:

Office of the Harbormaster

The duly appointed person serving as the Harbormaster he/hers Assistant and any other duly appointed agent of the Department of Natural Resources, Town of Fairhaven, MA

LICENSEE

Matthew Loo
42 Taber Street
Fairhaven, MA 02719

LICENSEE Telephone Number for Contact
774-202-1349

LICENSOR

Town of Fairhaven
40 Center St.
Fairhaven, MA 02719
or any Agent duly appointed by the Town

Office of the Harbormaster Telephone Contact Numbers
Office 508 984-4529
Cell 508 989-4443

8. COMPLIANCE WITH LAW - The LICENSEE shall, at LICENSEE'S expense, comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term of any part of the term hereof regulating the use by LICENSEE of the Premises. LICENSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or nuisance.

9. CONDITION OF PREMISES - LICENSEE hereby accepts the Premises in their condition existing as of the date of execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises and accepts this License subject thereto and to all matters disclosed thereby. LICENSEE acknowledges that neither LICENSOR nor any of LICENSOR'S agents has made any representation or warranty as to the suitability of the Premises for the conduct of LICENSEE'S business. LICENSOR agrees not to take any actions that would directly impair the value of the License granted hereunder without actual prior notice to the LICENSEE. LICENSOR shall make available to LICENSEE any building permits, special permits, variances or other zoning applications concerning

the coastal property abutting the Premises. Such notification shall be not more than then (10) days after application is filed for the same.

10.1 LIABILITY INSURANCE - LICENSEE shall, at LICENSEE'S expense, obtain and keep in force during the term of this License a policy of comprehensive public liability insurance insuring against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereof. Such insurance shall be in an amount of not less than One Hundred Thousand and 00/100 dollars for injury to or death of one person in anyone accident or occurrence and in an amount of not less than Five Hundred Thousand and 00/100 (\$500,000.) dollars for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure LICENSOR and LICENSEE against liability for property damage of at least Fifty Thousand and 00/100 (\$50,000.) dollars. The limits of said insurance shall not, however, limit the liability of LICENSEE hereunder. If LICENSEE shall fail to procure and maintain such insurance LICENSOR may, but shall not be required to, procure and maintain the same, but at the expense of LICENSEE.

10.2 INSURANCE POLICIES - Insurance required hereunder shall be in companies rated AAA or better in Best's Insurance Guide. LICENSEE shall deliver to LICENSOR copies of policies of liability insurance required under paragraph 8.1 or certificate evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to LICENSOR. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to LICENSOR. LICENSEE shall, within ten (10) days prior to the expiration of such policies, furnish LICENSOR with renewals or "binders" thereof.

10.3 INDEMNITY - LICENSEE shall indemnify and hold harmless LICENSOR from and against any and all claims arising from LICENSEE'S use of the Premises, or from the conduct of LICENSEE'S business or from any activity, work or things done, permitted or suffered by LICENSEE in or about the Premises or elsewhere and shall further indemnify and hold harmless LICENSOR from and against any and all claims arising from any breach or default in the performance of any obligation on LICENSEE'S part to be performed under the terms of this License, or arising from any negligence of the LICENSEE, or any of LICENSEE'S agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against LICENSOR by reason of any such claim, LICENSEE upon notice from LICENSOR shall defend the same at LICENSEE'S expense by counsel satisfactory to LICENSOR. LICENSEE, as a material part of the consideration to LICENSOR, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause, and LICENSEE hereby waives all claims in respect thereof against LICENSOR.

10.4 EXEMPTION OF LICENSOR FROM LIABILITY - LICENSEE hereby agrees that LICENSOR shall not be liable for injury to LICENSEE'S business or any loss of

income there from or from damage to the goods, wares, equipment or other property of LICENSEE, LICENSEE'S employees, invites, customers, or any other person in or about the Premises, nor shall LICENSOR be liable for injury to the person of LICENSEE'S employees, agents or contractors, whether such damage or injury is caused by or results from storms or rain or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to LICENSEE.

11. TOTAL DESTRUCTION - If at any time during the time hereof the Premises are totally destroyed or rendered unfit for the ongoing conduct of LICENSEE'S shellfish business from any cause whether or not covered by insurance (including any total destruction required by any authorized public authority), this License shall automatically terminate as of the date of such total destruction unless within one year thereafter LICENSEE opts to continue in full possession thereof.

12. PERSONAL PROPERTY - All personal property placed or moved in the Premises above described shall be at the risk of the LICENSEE or owner thereof, and LICENSOR shall not be liable for any damage to said personal property.

13.1 DEFAULTS - The occurrence of any one or more of the following events shall constitute a material default and breach of this License by LICENSEE.

(a) The vacating, abandonment or lack of substantial use of the Premises by LICENSEE.

(b) The failure by LICENSEE to make any payment of licensing fees or any other payment required to be made by LICENSEE hereunder, as and when due; LICENSEE hereby waives any statutory notice of default for non-payment of rent.

(c) The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of this License to be observed or performed by LICENSEE, other than described in Paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from LICENSOR to LICENSEE: provided, however, that if the nature of LICENSEE'S default is such that more than thirty (30) days are reasonable required for its cure, then LICENSEE shall not be deemed to be in default if LICENSEE commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.2 REMEDIES - In the event of any such material default or breach by LICENSEE, LICENSOR may at any time thereafter, with notice and hearing revoke this License, whereupon LICENSEE shall immediately surrender possession of the Premises to LICENSOR. In such event LICENSOR shall be entitled to recover from LICENSEE all damages incurred by LICENSOR by reason of LICENSEE'S default including, but not limited to, the cost of recovering possession of the Premises. LICENSOR may pursue any

other remedy now or hereafter available to LICENSOR under the laws or judicial, decisions of the Commonwealth of Massachusetts.

13.3 DEFAULT BY LICENSOR - LICENSOR shall not be in default unless LICENSOR fails to perform obligations required of LICENSOR within a reasonable time, but in no event late than thirty (30) days after written notice by LICENSEE TO LICENSOR, specifying wherein LICENSOR has failed to perform such obligation; provided, however, that if the nature of LICENSOR'S obligation is such that more than thirty (30) days are required for performance then LICENSOR shall not be in default if LICENSOR commences performance within such thirty (30) day period and thereafter, diligently prosecutes the same completion.

14. COVENANTS AND CONDITIONS - Each provision of this License performable by LICENSEE shall be deemed both a covenant and a condition.

15. LICENSOR'S ACCESS - LICENSOR'S agents shall have the right to enter the Premises at any time for any lawful purpose but not to remove or otherwise disturb the personal property of the LICENSEE located on the Premises without prior reasonable notice to the LICENSEE.

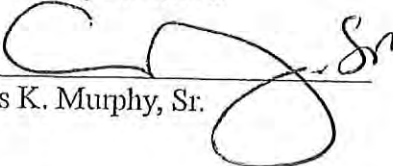
IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this License the 28th day of February, 2019.

TOWN OF FAIRHAVEN

By its Selectmen:


Daniel Feitas, Chairman


Charles K. Murphy, Sr.

Robert Espindola

MATTHEW LOO


Matthew Loo

Matt Loo dba Round Island Shellfish

2018 Annual Report

Oyster planted	230,000
Oysters sold	95,730
Oysters remaining	240,000

ISSUED THROUGH

A. A. DORITY COMPANY

BOSTON

LICENSE OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS, That we Matthew Loo DBA Round Island Shellfish

of 42 Taber Street, Fairhaven, MA 02719,

hereinafter referred to as Principal, and NGM Insurance Company

a corporation organized and existing under the laws of the State of Florida

and authorized to do business in the Commonwealth of Massachusetts as Surety, are held

and firmly bound unto Town of Fairhaven, MA, hereinafter referred to as Oblige,

in the sum of Five Thousand dollars (\$5,000.00)

lawful money of the United States of America, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the Principal has made application for a license or permit to the Oblige for the following purpose:

Operate a shellfish aquaculture farm and comply with the rules and regulations governing aquaculture in the Town of Fairhaven, MA

NOW, THEREFORE, if the Principal shall faithfully comply with all ordinances, rules and regulations which have been or may hereafter be in force concerning said License or Permit, and shall save and keep harmless the Oblige from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said license or permit to the Principal, then this obligation shall be null and void; otherwise, to remain in full force and effect.

THIS BOND WILL CONTINUE IN FULL FORCE UNTIL CANCELLED BY THE SURETY. The Surety may at any time terminate its liability by giving thirty (30) days written notice to the Oblige, and the Surety shall not be liable for any default after such thirty day notice period, except for defaults occurring prior thereto.

SIGNED, SEALED AND DATED February 20th, 2019.

Matthew Loo DBA Round Island Shellfish

By: 

NGM Insurance Company

By: 

Richard W. Crawford

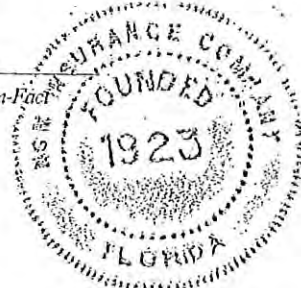
A. A. DORITY Company, Inc.

262 Washington Street, Suite 99

Boston, MA 02108

(617) 523-2935 Fax: 617-523-1707

Bond No. 564873





Action Item C 2

**10th Annual West island 5K Run/Walk,
use of public roads**

10th Annual West Island 5K Run/Walk & Kids Mile Fun Run

West Island 5K
193 Cottonwood St.
Fairhaven, MA 02719

Dear Select Board,

I am writing to obtain approval for the 10th Annual West Island 5K Run/Walk & Kids Mile Fun Run from the Select Board. My request is for the date of April 23, 2023 and for the no-fee use of Hoppy's Landing for parking on race day.

After seven years, we have raised \$80,000 for the Fairhaven High School cross country program, the 501(c)3 non-profit, Strive and Achieve, Corp and the West Island Improvement Association. To date we have provided over 50 graduating seniors scholarships and other support to the FHS Cross Country program. Furthermore, Strive and Achieve raises awareness and provides opportunities for young Americans to pursue skilled labor careers throughout New England. Finally, we fund a \$1,000 scholarship in support of the West Island Improvement Association scholarship fund.

I have cleared the race date with the West Island Improvement Association and will again work with the Fairhaven Police Department and Fairhaven Emergency Management team to ensure we conduct a well-organized and safe event. We are excited to organize this event for our community and look forward to your support of the 10th Annual West Island 5K Run/Walk & Kids Mile Fun Run and the no-fee use of Hoppy's Landing on April 23, 2023.

If you have any questions, please contact me at (571) 765-0910 or westisland5k@yahoo.com.

Lyle K. Drew

LYLE K. DREW

Race Director, West Island 5K
FHS Class of 1990



Course Maps

Kids Mile (red) and 5K (green) race routes

Race Start

Water Station

Cherrystone Rd.

Fir St.

Ebony St.

Dogwood St.

Cottonwood St.

Balsam St.

Almond St.

Bluepoint Rd.

Little Neck Rd.

Fir St.

Ebony St.

Dogwood St.

Cottonwood St.

Balsam St.

Misty Bay Rd.

Gull Island Rd.

Causeway Rd.

Alder St.

Balsam St.



Action Item C 3

Reconsideration of Non-hazardous Tree Removal Policy



DRAFT---REMOVAL OF NON-HAZARDOUS PUBLIC SHADE TREES BY INDIVIDUALS OR AGENCIES POLICY

General

Trees are recognized as an asset to the community, providing a healthier and more beautiful environment in which to live. Trees and other vegetation provide oxygen, shade, carbon sequestration, storm water mitigation, protection from wind, glare, and noise, view barriers, wildlife habitat, aesthetics, and priceless psychological counterpoint to the man-made urban setting. Landscaping is economically beneficial in attracting new residents, visitors, and industry. When grown in the right place and proper varieties, landscaping enhances the value and marketability of property and promotes the stability of desirable neighborhoods and commercial areas.

Purpose

This policy is to be used for the removal of any non-hazardous public shade tree by any individual, utility, organization, corporation, or agency other than the town of Fairhaven. Actual removals shall only be performed by qualified tree removal contractors.

Definitions

Certified Arborist refers to a professional arborist experienced by training and education, and possessing a current certification issued by the **International Society of Arboriculture (ISA)** or the **Massachusetts Arborist Association (MAA)**.

Caliper refers to the diameter of a tree trunk in inches, measured six inches above grade for trees up to four inches in diameter, or measured twelve inches above grade for larger trees.

Critical Root Zone (CRZ) refers to the minimum area required to be left undisturbed to provide a reasonable chance for survival. The CRZ is calculated by the DBH of the tree in inches by eighteen (inches).

Diameter at Breast Height the standard measurement of a tree trunk measured 4.5 feet above existing grade. If the tree splits into multiple trunks below 4.5 feet the measurement would be the narrowest point of the trunk immediately below the split.

Scope

This policy is to be followed for all public shade trees as defined by **Massachusetts General Law, Chapter 87** (Tree growing in the right of way, at least 1.5 inches in diameter, measured one foot above ground), other than:

- Trees that are determined by the acting Tree Warden to be dead, diseased, or dangerous. A dangerous tree is one most likely to fail, or significant portions are likely to fail, under mild environmental or man-made stress;

- Trees that are less than five inches in diameter that are, in the opinion of the Tree Warden, of no significant value.

Policy

Public shade trees shall not be removed for private purpose without suitable compensation to the town for replacements. The value of existing shade trees is to be calculated on a two inch for one inch replacement basis. Replacements shall be at least three inch diameter, nursery grown stock. The Tree Warden may, at their option, require larger replacements. For example, if an eighteen inch diameter tree, measured four feet above grade is to be removed, the applicant must sufficiently reimburse the town to provide for the purchase and planting of twelve, three inch diameter replacements. Cost of replacement trees are to be derived by taking current retail price of a suitable replacement from a nursery used by the Town of Fairhaven.

In those unique situations where a particular public shade tree is unique to exceptional size, species, and historical value, or contribution to the surrounding site, the Tree Warden may require that a full tree value appraisal be performed by a Certified Arborist, using standards established by the **Council of Tree and Landscape Appraisers**, and that value will be used to determine proper compensation. *"Unique" trees under this policy would include trees that are more than thirty inches DBH, trees located in the town common or other high profile public grounds, trees that do not commonly grow in Fairhaven, or other factors as determined by Tree Warden.*

For the purposes of this policy, the Critical Root Zone of a tree is determined by multiplying the diameter of the tree in inches at the DBH by eighteen, and applying that calculated distance as a radius around the tree. For example, a four inch DBH tree shall be deemed to have a seventy-two inch radius CRZ. If it is determined that more than one third of the CRZ is disturbed during construction, the Tree Warden may determine that the proposed work may have such an impact upon the tree that it is effectively killed. For the purposes of this policy only, previously paved surfaces such as sidewalks and roadways will not be considered Critical Root Zones, and will not be included in this calculation. Disturbance of the CRZ will include excavation, storage of materials, or operation of vehicles in the CRZ. In exceptional circumstances, the Tree Warden may allow a disturbance in the CRZ using special techniques, such as Air Spade work, installation of structural soil, or flexible, permeable pavement, or supervised trenching or boring. Such work will be observed by Tree Warden or Certified Arborist.

Public Notice

- An applicant who wishes to remove a non-hazardous public shade tree is responsible for the following expenses:
 - Legal advertising, pursuant to the requirements of **Massachusetts General Law, Chapter 87.**
 - A non-refundable application fee for the removal permit, payable to the town of Fairhaven, to be deposited into the Memorial Tree Fund. The permit fee shall be \$100 per parcel, not per tree. This fee covers the cost of the initial inspection and evaluation process conducted by the Tree Warden or their designated Certified Arborist.
 - The cost of the removal of the tree and stump, including the hauling away of the debris, and proper filling of the stump hole;
 - Planting of sufficient replacement trees as described elsewhere in this policy;

REMOVAL OF NON-HAZARDOUS PUBLIC SHADE TREES
BY INDIVIDUALS OR AGENCIES POLICY, Approved on _____

- Cost of Police traffic details, repair to street surface and road shoulder, protection and restoration of utility structures;
- All other cost related to the removal and replanting;

Additional Requirements and Information

At the discretion of the Tree Warden, the applicant shall either:

- Arrange to plant suitable replacements using their own contractor, Working to the Town's specifications, OR
- Make a contribution to the town equal to the value of what is removed to be used exclusively for the purchase of planting replacements, and related expenses as described under "Policy"

If the plantings are to be undertaken by the town using money from the Tree Fund, the Tree Warden can either use town staff, or hire contractors for the actual planting.

If the applicant proposes to trim or prune a public shade tree, and if, in the opinion of the Tree Warden, the proposed work will drastically affect the health, beauty, structural stability, or safety of the tree, the Tree Warden may consider the proposed work to have the same effect as the removal of a tree. In these cases, the Tree Warden may either order the removal of a tree, or allow the tree to remain, providing it does not pose an immediate hazard. In either case, appropriate replacement plantings must be provided by the applicant, in accordance with the "Public Notice" section and outlined expense responsibility.

The tree removal contractor, to be paid by the applicant, must be approved by Tree Warden, as to equipment, qualifications, and experience. Contractors shall submit Certificates of Insurances to the town to prove they have minimum coverages.

The applicant shall submit a bond, in form and amount approved by Tree Warden, prior to commencement of work. The bond will be released after successful completion of all items of work after inspection and approval by the Tree Warden or designated Certified Arborist.

All tree work shall be performed in compliance with A.N.S.I. Z-133 standards. Applicant must guarantee the health of the replacements for two full growing seasons from the time of planting.

Replacement trees shall be such size and species as specified by Tree Warden, and will be planted on public property, along rights of way and on setback easements allowed by MGL Chapter 87, section 7. Planting location will be determined by the Tree Warden.

Nothing in this policy shall prohibit the Tree Warden from refusing to permit the removal of non-hazardous trees. The Tree Warden may refuse to grant the permit for the removal of non-hazardous tree if, in his or her own opinion, the tree is historic or of scenic value, is of a size or species not commonly found along the road ways of Fairhaven, has significant wildlife value, or is a healthy or significant specimen.

All decisions made by Tree Warden are appealable to the Town Administrator.



Action Item C 4

FY24 Employee Health Insurance rates



HEALTH PLAN RENEWAL WORKSHEET
TOWN OF FAIRHAVEN - DENTAL
FOR THE PERIOD OF JULY 2023 THROUGH JUNE 2024
Based on Claims Through January 2023

FINAL AS OF 2/27/23

	<u>ORIGINAL PROJECTION</u>	<u>REVISED PROJECTION</u>	<u>%</u>	<u>RENEWAL PROJECTION</u>
PAID CLAIMS	440,642	404,484	3.6%	419,045
ADMIN FEE	50,699	51,132	1.5%	51,848
OTHER COSTS	0	-		0
TOTAL	491,341	455,616		470,893
TRUST CONTRIBUTION	491,280	491,280	0%	491,693
SUB TOTAL	-61	35,664		20,800
DENTAL IBNR	30,845	28,314		29,333

	<u>ORIGINAL PROJECTION</u>	
	<u>IND</u>	<u>FAM</u>
HEAD COUNTS DENTAL	411	236
FUNDING RATES DENTAL	\$41.20	\$101.97

35,664

<u>RENEWAL PROJECTION</u>		
	<u>IND</u>	<u>FAM</u>
	403	239
0%	\$41.20	\$239.00

BCBS RECOMMENDED RATES
\$40.05 \$96.70

2/24/2023



HEALTH PLAN RENEWAL WORKSHEET
TOWN OF FAIRHAVEN - ALL ACTIVE PLANS COMBINED
FOR THE PERIOD OF JULY 2023 THROUGH JUNE 2024
Based on Claims Through January 2023

FINAL AS OF 2/27/23

	ORIGINAL PROJECTION	REVISED PROJECTION	%	RENEWAL PROJECTION	%	ALTERNATIVE PROJECTION	%	BCBS PROJECTION
PAID CLAIMS	5,228,714	4,880,263	7.3%	5,207,764	7.3%	5,207,764	7.3%	5,304,852
ADMIN FEE	247,319	247,464	1.5%	251,917	1.5%	251,917	1.5%	251,917
REINSURANCE	660,291	671,083	15%	777,541	15%	777,541	15%	777,541
OTHER COSTS	0	(104,175)		0		0		0
TOTAL	6,136,324	5,694,635		6,237,222		6,237,222		6,334,310
TRUST CONTRIBUTION	5,718,420	5,776,273	7%	6,242,435	4%	6,067,413	9%	6,351,445
SUB TOTAL	-417,904	81,638		5,213		-169,809		17,135
MEDEX SUB TOTAL	-36,135	4,222	2.5%	4,222	2.5%	4,222	2.5%	4,222
DENTAL SUB TOTAL	-61	35,664	0%	20,800	0%	20,800	0%	20,800
PRIOR BALANCE	1,938,729	1,938,729		2,060,253		2,060,253		2,060,253
TOTAL TRUST	1,484,629	2,060,253		2,090,488		1,915,466		2,102,411
MEDEX IBNR	39,863	41,697		41,697		41,697		41,697
DENTAL IBNR	30,845	28,314		29,333		29,333		29,333
IBNR	366,010	341,618		364,543		364,543		371,340
UNCOMMITTED RESERVE	1,127,637	1,648,624		1,654,914		1,479,892		1,660,041

HEADCOUNTS	ORIGINAL PROJECTION		RENEWAL PROJECTION		ALTERNATIVE PROJECTION		
	IND	FAM	IND	FAM			
NETWORK BLUE HMO	113	105	110	112	4%	\$967.38	\$2,379.34
BCEP PPO	32	34	30	33	4%	\$1,223.71	\$2,909.36
DENTAL	411	236	403	239	0%	\$41.20	\$101.97
MEDEX (Renews January)	311		315				

FUNDING RATES	IN FORCE	
NETWORK BLUE HMO	\$930.17	\$2,287.83
BCEP PPO	\$1,176.64	\$2,797.46
DENTAL	\$41.20	\$101.97
MEDEX (Renews January)	\$353.63	

RENEWAL CALCULATION			BCBS RECOMMENDED RATES		
7%	\$995.28	\$2,447.98	HMO	\$1,038.14	\$2,561.96
7%	\$1,259.01	\$2,993.28	PPO	\$1,177.33	\$2,813.10
0%	\$41.20	\$101.97	DENTAL	\$40.05	\$96.70



Action Item C 5

**Community Development
Block Grant (CDBG)
loan forgiveness 48 William Street:
financial hardship**

Request For Financial Hardship Forgiveness

48 William St
Fairhaven MA 02719

Prepared to Close 2/28/23

Owner - Maria DeOliveira





Committee Liaison Reports

Committee Liaison Report – Bob Espindola – February 6th, 2023

Broadband Study Committee.

The Broadband Study Committee is waiting to set up the next meeting until there is an opportunity for a presentation from an entity that would be able to provide a Public Private Partnership model. Under this model, the Private Partner would incur the cost of construction and bear any risk associated with the project. The costs for internet would, then, not be much different from what we are paying now but the PPP would allow for competition among Internet Service Providers (ISP's) on a newly constructed Fiber network. Under some PPP models, the Town would, after a period time, be able to own the system outright. Once the BSC has an opportunity to study this model, I will bring any feedback back to this Board.

Broadband Coalition

The Broadband Coalition met on for a second time on February 23rd. Some of the prior attendees were unable to make it but there were several new attendees this time. The list of communities who have joined us is growing to 29 so far, with people participating from all parts of the state (list below). Several consultants who represent communities on the list have followed our efforts and offered to assist as needed.

1	Chelsea	16	Ipswich
2	Colrain	17	Marshfield
3	Dalton	18	Mattapoissett
4	Dartmouth	19	Milton
5	Digital Equity Now (Consultant)	20	New Bedford
6	East Longmeadow	21	Newbury
7	Easton	22	Norfolk
8	Egremont	23	Oak Bluffs
9	EntryPoint, LLC (Consultant)	24	Quincy
10	Everett	25	Taunton (TMLP)
11	Fairhaven	26	Watertown
12	Falmouth	27	Westford
13	Hampden	28	Westport
14	Holbrook	29	Wilbraham
15	ILSR (Non-Profit)		

- The Youtube video of the meeting is as follows...
https://youtu.be/XvAYkH5I_Uk
- We will be trying to bring guest speakers into future meetings, such as Josh Eichen, from Mass Broadband Institute.
- An IT Person from Watertown who has volunteered to help set up a website for the Coalition.
- We have been in touch with the Mass Municipal Association about the prospect for a notice about the Coalition to be sent out in their monthly "Bulletin".

SRPEDD

At the last SRPEDD meeting, Executive Director Jeff Walker announced that MBI is sponsoring a Fellowship Opportunity to expand capacity in organizations working on Digital Equity issues. SRPEDD is looking to find out if there is an interest in providing this opportunity on a regional basis.

I reached out to Select Board member Corey to see if there may be an opportunity for the Town to benefit from a fellowship to assist with a combination of Digital Equity efforts he is working on and the Digital Equity aspects of the Fairhaven Housing Authority project.

March 9th 2:30-3:30 pm - OR - March 14th 9:30-10:30 am

Digital Equity Fellowship Opportunity

Please Join Us for a Webinar

About: MBI invites you to learn about the Lead for America, American Connection Corp Fellowship - a national model for increasing capacity at organizations working on digital equity issues with mission driven talent from local communities. Hear about program eligibility, funding, and timelines AND learn from past fellows about digital equity activities they have participated in!

Details: *Click on preferred date to RSVP*
[March 9th 2:30-3:30 pm](#) - OR - [March 14th 9:30-10:30 am](#)





MASSACHUSETTS
BROADBAND INSTITUTE

at the World's Edge
Collaborative

This event is sponsored by Massachusetts Broadband Institute (MBI)

At last night's SRPEDD meeting, Director Jeffrey Walker mentioned that there may be potential for SRPEDD to host a Fellow from this program to support DEI efforts on the South Coast, if there was interest among SRPEDD community members

